

(b) (7)(F)

JUN 20 2012

Casey Arnold
General Services Administration
450 Golden Gate Avenue, 5E
San Francisco, California 94102

Dear Mr. Arnold:

Enclosed is an amended Reimbursable Work Authorization (RWA), FAC-12-5019.1 for the General Services Administration (GSA) to acquire space to house the (b) (7)(F)

in accordance with the SF-81 and Special Requirements. Funding provided to cover all TI cost above tier allowance, and other project costs including security, the physical moves, telephones, data electronic and cabling fees associated with the project. GSA fees included.

The RWA has been signed and certified for funding in the amount of \$1,423,935.00. (NTE) Please sign and return a copy to this office. Our mailing address is as follows:

(b) (7)(F)

The RWA processing fee should be deducted from the total amount of the project. The remaining balance of the RWA should be used for the goods and services requested.

We expect the GSA Project Manager to coordinate the project milestone schedule, budget and expenditures with the (b) (7)(F) Project Managers to ensure that the project remain on schedule and within the established budget.

Mr. Casey Arnold

Page 2

The Project Manager for this project is (b)(6) (b)(7)(C) She can be reached at (b)(6) (b)(7)(C)

Sincerely,

(b) (6)

(b)(6) (b)(7)(C)

Enclosure(s)

REIMBURSABLE WORK AUTHORIZATION (See instructions on Page 4)				Unless specified otherwise, the authority for this agreement is 40 U.S.C. § 592(b)(2).	
1. DATE OF REQUEST JUN 20 2012		2. RWA NUMBER (GSA Use Only) N0441017		3. TYPE OF REQUIREMENTS (GSA Use Only) <input type="checkbox"/> SEVERABLE <input checked="" type="checkbox"/> NON-SEVERABLE <input type="checkbox"/> GOODS	
4. AGENCY AND BUREAU NAME (b) (7)(F)				5. WORK LOCATION (b) (7)(F)	
6A. AGENCY CONTACT NAME (b)(6) (b)(7)(C)				6E. AGENCY CONTACT'S ADDRESS (b) (7)(F)	
6B. AGENCY CONTACT'S TELEPHONE NUMBER (b)(6) (b)(7)(C)		EXTENSION (b)(6) (b)(7)(C)			
6C. AGENCY CONTACT'S E-MAIL (b)(6) (b)(7)(C)					
6D. AGENCY CONTACT'S FAX NUMBER (b)(6) (b)(7)(C)					
8. AMENDMENT RWA amendment provided to change total authorized amount by \$ 396,289 from \$ 1,027,646 to \$ 1,423,935		9A. BILLING TYPE (See Instructions) O		9B. BILLING TERMS (See Instructions) M	
10A. AGENCY LOCATION CODE (b) (7)(F)		10B. FISCAL STATION NUMBER (DOO ONLY)		10C. REQUISITION IDENTIFICATION NUMBER ADM120108	
11A. AGENCY ACCOUNTING DATA (limited to 130 characters) (b) (4)		13B. AGENCY FUND YEAR 2012		11. REQUESTED WORK DATES A. START B. COMPLETION \$1,423,935.00	
13C. FUND TYPE Please check Fund Type. If applicable, also check RECOVERY ACT - see instructions. <input type="checkbox"/> ANNUAL APPROPRIATION <input checked="" type="checkbox"/> NO-YEAR APPROPRIATION <input type="checkbox"/> MULTIPLE YEAR APPROPRIATION <input type="checkbox"/> RECOVERY ACT		13D. EXPIRATION DATE OF OBLIGATIONAL AUTHORITY		14A. AGENCY BILLING CONTACT E-MAIL ADDRESS (b) (7)(F)	
13E. AGENCY/CUSTOMER BUSINESS PARTNER NETWORK/DATA UNIVERSAL NUMBERING SYSTEM NUMBER (BPN/DUNS) (b) (4)		13F. AGENCY/CUSTOMER ORDER NUMBER FAC125019.1		14B. AGENCY FINANCE BILLING OFFICE (b) (7)(F)	
13G. TREASURY ACCOUNT SYMBOL (b) (4)		14C. STREET ADDRESS (b) (7)(F)		14D. CITY (b) (7)(F)	
		14E. STATE (b) (7)(F)		14F. ZIP CODE (b) (7)(F)	
		15A. FUNDING AGENCY CODE (FPDS) (b) (7)(F)		15B. FUNDING OFFICE CODE (FPDS) (b) (7)(F)	
GENERAL SERVICES ADMINISTRATION INTERNAL CUSTOMER OR INTERFUND CUSTOMER ONLY					
16. FED CODE		17. PEGASYS DOCUMENT NUMBER		18. PEGASYS ACCOUNTING LINE NUMBER	
				19. FUND CODE	
				20. INTERFUND YEAR	
By its signature below, the Requesting Agency certifies (a) that all special funding and procurement requirements of the Requesting Agency, including statutory or regulatory requirements applicable to the funding being provided by the Requesting Agency, have been disclosed to GSA; (b) that all internal reviews/approvals required by the Requesting Agency prior to placing this RWA with GSA have been completed; (c) that the Requesting Agency has a bona fide need in the current fiscal year for the work described in this RWA; (d) that the funds identified by the Requesting Agency in this RWA are legally available for further obligation and expenditure by GSA in furtherance of the work described in this RWA; and (e) that the Requesting Agency accepts the General Terms and Conditions set forth on page 3 of this RWA. Further written assurances regarding funding availability may be required depending on the facts and circumstances of individual requests.					
21A. SIGNATURE OF FUND CERTIFYING OFFICIAL (b) (6)				21B. DATE 6/20/12	
21C. NAME OF FUND'S CERTIFYING OFFICIAL (b)(6) (b)(7)(C)				21D. CERTIFYING OFFICIAL'S E-MAIL ADDRESS (b)(6) (b)(7)(C)	
21E. TELEPHONE NUMBER OF CERTIFYING OFFICIAL		PHONE NUMBER (b)(6) (b)(7)(C)		EXTENSION (b)(6) (b)(7)(C)	

NOTE: The General Services Administration will bill in accordance with Federal Management Regulation (41 CFR) Section 102-85.195. It is anticipated that the Agency Certified Amount provided in Block 12 will be sufficient to complete the work requirements of the Requesting Agency. If it is determined that the funds provided by the Requesting Agency will be insufficient to complete the work requested under this agreement, GSA will seek an amended RWA from the Requesting Agency for additional funding prior to incurrence of costs above the Agency Certified Amount.

FOR GENERAL SERVICES ADMINISTRATION USE ONLY

22. PROJECT CONTROL NUMBER 2CA0963	23A. SUMMARY ORGANIZATION CODE (b) (4)	23B. LEASE NUMBER LCA03051	23C. BUDGET ACTIVITY (Check One) <input type="checkbox"/> PG53 <input type="checkbox"/> PG61 <input checked="" type="checkbox"/> PG80	23D. WORK ITEM NUMBER
23E. CUSTOMER BILLING OFFICE ADDRESS CODE (BOAC) (b) (7)(F)		23F. CORRESPONDENCE SYMBOL 9P1PRC	23G. AGENCY BUREAU CODE 7004	
24A. AGREED-UPON INITIAL CONTRACT AWARD DATE	24B. ESTIMATED COMPLETION DATE	25. BRIEF PROJECT DESCRIPTION (limited to 25 characters) Cost above TI Allowance		
26. ACTION (Check one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CANCELLED <input type="checkbox"/> CHANGE <input type="checkbox"/> COMPLETE		27. PLEASE CHECK IF APPROPRIATE <input type="checkbox"/> HEATING OPERATIONS AND TRANSMISSION DISTRICT (HOTD) - NCR Only <input type="checkbox"/> OVERTIME UTILITIES <input type="checkbox"/> PLANS ATTACHED <input type="checkbox"/> SUPPLEMENTAL LEASE AGREEMENT		
28A. ORGANIZATION CODE (b) (4)	28B. BUILDING NUMBER AX0900AX	28C. FUNCTION CODE PG413	28D. OBJECT CLASS 25	28E. TOTAL (b) (4)
	AX0900AX	PG9R2	11	
	AX0900AX	PG982	25	
28F. GRAND TOTAL				\$1,423,935.00
29A. GSA PROJECT CONTACT NAME Rachael Porter				
29B. GSA PROJECT CONTACT PHONE NUMBER 415-522-3259		EXTENSION	29C. GSA PROJECT CONTACT E-MAIL ADDRESS rachael.porter@gsa.gov	
30A. GSA APPROVING OFFICIAL'S SIGNATURE (b) (6)				30B. DATE 6/20/12
30C. GSA APPROVING OFFICIAL'S PHONE NUMBER 415-522-2736		EXTENSION	30D. GSA APPROVING OFFICIAL'S NAME Megan Stefani	
30E. GSA APPROVING OFFICIAL'S E-MAIL ADDRESS megan.stefani@gsa.gov			31. SELLER/GENERAL SERVICES ADMINISTRATION BUSINESS PARTNER NETWORK/DUNS NUMBER (BPN/DUNS) 130943918	
32A. CERTIFICATE OF COMPLETION SIGNATURE				
32B. SIGNER'S NAME (Type or Print)				32C. COMPLETION DATE

GENERAL TERMS AND CONDITIONS

1. The Requesting Agency (RA) will establish the existence of a *bona fide* need to be satisfied through this Reimbursable Work Authorization (RWA), and otherwise satisfy all internal requirements of the RA regarding documentation of the requirement.
2. The RA will determine and document the need to seek GSA's assistance in performing the work described in this RWA (the Work). Upon request, the RA will provide GSA with copies of such documentation.
3. The RA will provide GSA with such requirements/Statement of Work (SOW), budget/accounting information, points of contact, and other information necessary for GSA to perform the Work.
4. GSA and the RA will work in close cooperation and collaboration throughout the project lifecycle.
5. GSA and the RA agree that the Work will be performed in full compliance with the Competition in Contracting Act and other applicable laws and regulations. In furtherance of so doing:
 - a) GSA will assist the RA in further defining its requirements in a manner that will aid in GSA's timely performance of the Work;
 - b) GSA will perform acquisition planning related to any procurement actions to be undertaken in connection with the Work, including, as appropriate,
 - i) developing and implementing an acquisition strategy responsive to the RA's requirements;
 - ii) conducting market research;
 - iii) developing performance-based solicitation requirements when project requirements allow; and
 - iv) considering all appropriate acquisition vehicles and procurement methods to maximize competition and best value.
 - c) GSA will comply with requirements of the Federal Acquisition Regulation (FAR), the General Services Administration Acquisition Manual (GSAM), and special acquisition requirements of the RA identified, in writing, to GSA.
6. GSA will administer contracts and resolve contractual issues or disputes arising out of GSA's performance of the Work, including:
 - a) enforcing contractual terms and conditions to facilitate the timely delivery of goods and services;
 - b) maintaining contract documentation from project initiation through contract closeout;
 - c) performing contract oversight, including inspection and acceptance of the Work, in accordance with the terms of the contract;
 - d) tracking and reporting on the contractor's performance of the Work; and
 - e) performing contract close-out functions.
7. The RA will not, except as expressly authorized, in writing, by the GSA Contracting Officer, provide instruction or authorization to any GSA contractor regarding performance of the Work.
8. GSA will provide legal support and representation for contract disputes, claims and bid protests arising out of GSA's performance of the Work. The RA will be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the RA will not be responsible for costs associated with actions stemming from errors by GSA in performing its responsibilities under this RWA. GSA will consult with the RA before agreeing to a settlement for which RWA funding will be used.
9. The RA will provide cooperation and support to GSA, as required, for GSA to fulfill its contracting responsibilities and otherwise, as necessary, for GSA to perform the Work.
10. The RA will provide funding to cover GSA's direct and indirect costs of performing the Work, including costs associated with RA changes to the Work or increases in cost not attributable to GSA errors in performing its responsibilities under this RWA.
11. GSA will provide an Independent Government Estimate to the RA for the work to be performed or concur with the estimate prepared by the RA. In no event will GSA be required to commence performance of the Work until the RA has provided GSA with funding in an amount sufficient to cover the expected costs of performance.
12. GSA will be a good steward of the RA's funds and provide the RA with periodic updates regarding GSA's further obligation and expenditure of RWA funding. Upon contract completion and close-out of all contracts associated with this RWA, GSA will return to the RA any unused funding.
13. GSA will provide the RA with billing statements and otherwise respond to RA inquiries regarding GSA expenditure of RWA funding.
14. GSA and the RA will advise each other of issues, concerns, or problems related to performance of the Work.
15. This RWA is effective as of the latest date of signature of GSA and the RA, and will remain in effect until completion of the Work or earlier termination in accordance with this paragraph. Any amendments to this RWA, including these General Terms and Conditions, must be in writing and signed by both the RA and GSA. This RWA may be terminated by the RA upon 60 calendar days prior written notice to GSA; provided, that the RA will remain responsible to GSA for any and all direct and indirect costs incurred by GSA in connection with performance of the Work up to the date of termination of the RWA, together with such costs related to termination of contracts entered into by GSA in connection with the Work. Should GSA seek to terminate this RWA, it will do so only with the written agreement of the RA, including costs attributable to each party arising out of any such termination.
16. GSA and the RA agree to use their best efforts to resolve disputes cooperatively at the working levels of their respective organizations regarding the interpretation of this RWA and the roles and responsibilities of the parties hereunder, and, if necessary, to escalate such disputes within their respective organizations. Disputes regarding funding that remain unresolved for more than 90 calendar days will be referred to the respective agency Chief Financial Officers for resolution."
17. If special terms and conditions related to this RWA apply, please include them below or provide as an attachment to this form. Additionally, please annotate in the Description of Requirements (Block 7) that special terms and conditions are provided here on page 3 or as an attachment. If n/a, leave blank or specify "none."

INSTRUCTIONS

GENERAL: Keep a copy for your records and forward one copy to your obligating/paying office.

ITEM NUMBER	SPECIFIC ITEM
1.	Enter date of Work request.
2.	For GSA Use Only. Enter RWA Number.
3.	For GSA Use Only. Check whether the RWA is for severable services, non-severable services, or goods. Goods should only be incidental to a larger PBS project.
4.	Enter name of agency requesting the Work. If applicable, enter the specific Agency Bureau name. For example, if an Internal Revenue Service customer, enter "Department of the Treasury, Internal Revenue Service."
5.	Enter location where the Work is to be performed.
6A-E.	Enter the information regarding the agency's representative responsible for the project, including name, address, telephone and fax numbers, and e-mail address. The agency's representative must have authority to make decisions regarding the project.
7.	Provide a <u>summary</u> of the SOW created as a result of requirements development interview(s). The full SOW also should be attached to this form. At a minimum, the Description of Requirements block should include the following components: Location, Type of Work, and Description of Work. For example: <u>Location</u> : Building A, Floor 2; <u>Type of Work</u> : Renovation; <u>Description of Work</u> : Build-out of space to accommodate 50 employees. The Description of Requirements must demonstrate a <i>bona fide</i> need. The <i>bona fide</i> needs rule is statutory (31 U.S.C. § 1502) and is further described in the Government Accountability Office's publication <i>Principles of Federal Appropriations Law</i> , Third Edition, Volume 1, familiarly known as the <i>Red Book</i> as follows: A fiscal-year appropriation may be obligated only to meet a legitimate, or <i>bona fide</i> , need arising in, or in some cases, arising prior to but continuing to exist in, the fiscal year for which the appropriation was made. (Red Book, p. 5-11) Because an obligation occurs when GSA accepts a customer's funds, there must be a documented <i>bona fide</i> needs assessment at the time the RWA is accepted. In practice, this means that there must be, at a minimum, a specific, definite and concise description of the requirements associated with the funds at the time of RWA acceptance.
8.	Check if an amended RWA. If yes, indicate the dollar amount of the change, the previous total authorized amount, and the new total authorized amount.
9A.	Enter billing type: O=Intergovernmental Payment and Collection (IPAC); N=Non-IPAC (federal customer paying by check or credit card); I=Interfund (GSA Internal Customer only); and P=Prepaid (non-federal customers paying via check or credit card). FOR CREDIT CARD PAYMENTS: If federal customer, use Billing Type N and pay each bill at the Department of the Treasury's Pay.gov website (Block 10A must be empty). If non-federal customer, use Billing Type P and prepay in full at the Pay.gov website.
9B.	Enter billing terms: A=Advance, M=Monthly, Q=Quarterly. Non-federal customers leave this block empty.
10A.	Enter the 8-character agency location code Treasury Pay-Station Designator. NOTE: If paying by credit card leave this block empty.
10B.	DOD IPAC Only.
10C.	Mandatory for Internal Revenue Service Customers; optional for all others. Enter the appropriate Requisition ID number.
11A-B.	Enter the requested project start and completion dates for severable services (e.g., overtime utilities from March 1st to March 31st). For non-severable services, these dates are optional. NOTE: This should not be used as the agreed-upon initial contract award date; that information should be entered in Block 24A.
12.	Enter the total dollar amount approved for funding. This dollar amount must match the cost estimate provided by GSA.
13A.	This data will print on most billings. Enter agency accounting information (limited to 130 characters). For GSA Internal/Interfund customers, the agency accounting data must include, at a minimum, Organization Code, Function Code, Budget Activity, and the SGL Account.
13B.	Enter the fiscal year of the agency funds.
13C.	Check the appropriate fund type. Fund types may cite one of the following types of appropriations: <ul style="list-style-type: none">• Annual - An appropriation provided for a specified fiscal year and available for obligation only during the fiscal year for which made.• Multiple Year - An appropriation available for obligation for a definite period in excess of one fiscal year.• No-Year - Funding available for obligation without fiscal year limitation.• RECOVERY ACT - Funding provided through economic recovery legislation. GSA-PBS will issue unique numbers for RWAs tied to economic recovery legislation to ensure that applicable reporting requirements are met. If you mark the RECOVERY ACT checkbox, you also must indicate the type of funding (i.e., annual, multiple year, or no-year) using one of the above checkboxes.
13D.	Enter the expiration date of the <i>obligational authority</i> for the funds, if funds are annual or multiple year. For example, if the funds cite an annual appropriation for FY 2011, the expiration date entered would be 9/30/2011. Do not complete this block if a no-year appropriation is marked in Block 13C.
13E.	Enter the Agency/Customer Business Partner Network/Data Universal Numbering System Number (BPN/DUNS). For DOD, this is the DOD Activity Address Code (DODAAC) number.
13F.	For Ordering Agency Use Only. Enter number that references this purchase (e.g., agency internal control number).
13G.	Enter the Treasury Account Symbol (required for IPAC billings). Valid Treasury Account Symbols can be found on the Department of the Treasury's FAST Book at http://www.fms.treas.gov/fastbook .
14A-E.	Enter the appropriate Requesting Agency finance billing contact information, including the e-mail address of a finance representative who can address any billing issues.

-
- 15A. Funding Agency Code (FPDS) - Enter a valid 4-digit code from the FPDS-NG Agency Code Table for the agency that is providing the majority of funds to be obligated by this transaction. Contact your Agency's FPDS Administrator and/or your agency Acquisition Community for assistance with identifying your agency specific code.
- 15B. Funding Office Code (FPDS) - Enter a valid alphanumeric code from the FPDS-NG Funding Office Code Table (maximum of 6 characters). This code identifies the office (or other organization entity) that provided the majority of funds. If the Funding Agency is a non-DoD agency, the code is the DoD Activity Address Code (DODAAC). Contact your Agency's FPDS Administrator and/or your agency Acquisition Community for assistance with identifying your agency specific code.

GSA Internal Customer or Interfund Customer

16. Enter the 2-character Fedcode.
17. Mandatory for all General Services Administration internal customers. Enter the 8-position Pegasys Document number.
18. Enter the Pegasys accounting line number. This field is optional and is limited to 2 positions.
19. Enter the 4-position fund code.
20. Enter the 1-position interfund year. This is the last position of the fund code entered in Block 20.
- 21A. Enter the signature of authorized Agency representative who is certifying the validity of the order form and the availability of fund. Further written assurances may be required - see the certification paragraph preceding Block 21A.
- 21B. Enter date the RWA form was signed.
- 21C-E. Enter the name, e-mail address, and phone number of the Agency certifying official who has signed the form.

General Services Administration/Public Buildings Service

22. Enter Project Control Number.
- 23A. Enter summary-level GSA organization code.
- 23B. Enter the lease number (if applicable).
- 23C. Check the appropriate budget activity code.
- 23D. Enter the 4-character work item number used to track repair and alteration tasks.
- 23E. Enter the 6-character Billed Office Address Code (BOAC).
- 23F. Enter the correspondence symbol.
- 23G. Enter the 4-character Agency Bureau Code.
- 24A. Enter the initial contract award date agreed upon by GSA-PBS and the RA. Per GSA acquisition policy, GSA-PBS has a "reasonable time, based on the complexities of the requirement," to obligate contractually funds accepted from an RA.
- 24B. Enter the estimated completion date agreed upon by GSA-PBS and the RA.
25. Enter a brief project description (limited to 25 characters).
26. Check the appropriate action block.
27. Check as appropriate.
- 28A-F. If multiple buildings or multiple functions are cited, enter organization code, building number, function code, object class and total amount for each building or function. The form limit is 15 lines. If additional lines are needed, please attach a spreadsheet providing the information requested in Blocks 28A-F.
- 29A-C. Enter the name, telephone number, and e-mail address of a project contact who can answer questions regarding all work planned or performed under this RWA.
- 30A. Enter the signature of the GSA approving official. GSA's signature indicates GSA's acceptance of the terms and conditions set forth on page 3 of the RWA.
- 30B. Enter the date of signature.
- 30C-E. Enter the name, telephone number, and e-mail address of the GSA approving official.
31. Enter the seller/GSA Business Partner Network/Data Universal Numbering System Number (BPN/DUNS).
- 32A-C. Enter the certification of completion signature, certifying name, and completion date.